



Purchase Order Terms and Conditions

Bayer CropScience Inc. // Bayer Inc. ("Bayer") agrees to purchase and the supplier identified by Bayer on the face of this purchase order (the "Supplier") agrees to provide the products (the "Products") and/or the services (the "Services") described in this purchase order including in any document or Schedule referred to or incorporated by reference in this purchase order (collectively, the "Order") during the Term (as defined herein), according to the following:

1. Acceptance: This Order shall be deemed to be accepted and shall be a binding contract upon the first to occur of the following events: (a) Supplier signing the face of this Order or otherwise acknowledging its acceptance of Bayer's Order and delivering the signed Order or other acknowledgement to Bayer by electronic mail, regular mail or otherwise; or (b) Supplier shipping or delivering any Products to Bayer and Bayer accepting receipt of the Products (which Bayer is permitted in its absolute discretion not to so accept receipt if subparagraph (a) was not first complied with by Supplier, or (c) Supplier commencing any Services.

2. General Performance Standards: Supplier is expected to organize its business with Bayer in line with the Bayer Supplier Code of Conduct (the "Bayer Supplier Code of Conduct") which is available at the following URL: <http://www.bayer.com/en/supplier-code-of-conduct.aspx>. Bayer shall have the right to audit the sustainability performance of Supplier, either by assessment (online, paper questionnaire, etc.) or by an onsite audit, executed directly by Bayer or by a third party. The sustainability performance will be evaluated by comparing it with the Bayer Supplier Code of Conduct principles. Supplier will, in the performance of this Order, comply with all domestic or foreign statute, law, ordinance, rule, regulation, treaty or regulatory policy, guideline, code, by-law or order that applies in whole or part ("Applicable Law"). Supplier shall have all necessary authority, licenses and permits required under Applicable Law to enter into and perform this Order. Supplier represents and warrants that it does not have any existing obligations and, while this Order is in effect will not enter into any obligations, that would conflict with or prevent fulfillment of Supplier's obligations under this Order. Supplier shall, as condition to entry into any Bayer site, strictly adhere to any and all health, safety and environmental ("HSE") policies and procedures that are made available to it by Bayer. Bayer reserves the right, immediately and without notice to Supplier, to remove any person who Bayer believes, in Bayer's sole discretion to be in non-compliance with such HSE policies and procedures from its site and to restrict future access of such person to its sites and Supplier hereby releases Bayer from any liability associated with such actions.

Sections 3 to 6 apply to Products only.

3. Delivery, Title and Risk: Delivery of the Products to Bayer shall take place at the shipping destination specified on the face of this Order. Notwithstanding any shipping arrangement specified in this Order, Supplier shall have the risk of loss for all Products shipped under this Order until receipt of delivery and acceptance of such Products by Bayer at the specified delivery location, at which time title to and the risk of loss with respect to such Products shall pass to Bayer. Partial shipments are not permitted unless otherwise agreed to in writing by Bayer. Supplier shall be responsible for and liable to Bayer for the acts or

omissions of any agents or third parties used by Supplier in delivering Products to Bayer pursuant to this Order.

4. Inspection: All Products are subject to Bayer's final inspection and acceptance on delivery. If rejected, the Products will be held for disposal at Supplier's risk and expense. No inspection, acceptance of any part or all of the Products or payment shall relieve Supplier from full responsibility for furnishing Products conforming to the requirements of this Order and applicable legislation, nor prejudice any claim, right or privilege Bayer may have for defective or unsatisfactory Products, delays in delivery or other non-compliance with this Order or applicable legislation.

5. Warranties: Without limiting any of the other terms and conditions of this Order, Supplier expressly warrants that: (a) it has good and marketable title to all Products furnished under this Order and the right to and does transfer title to such Products to Bayer free of all liens and encumbrances; (b) all Products supplied shall be in accordance or otherwise comply with all applicable specifications set forth in this Order, descriptions or samples furnished by Supplier and in accordance with all other requirements of this Order; (c) all Products shall be fit and suited for any express purpose or use contemplated by this Order, and shall be of merchantable quality.

6. Information Furnished to Bayer: Supplier hereby grants to Bayer an irrevocable, perpetual, royalty free, transferable and sub-licensable license to use, for its own purpose, any drawings, specifications or other information provided by Supplier in association with the Products or this Order, including the right to duplicate any components of the Products for use as replacement or spare parts at Bayer's plant site, that are not otherwise Bayer Property pursuant to this Order.

Sections 7 to 13 apply to Services only.

7. Performance of the Services: Without limiting any of the other terms and conditions of this Order, Supplier shall perform the Services, and shall achieve any specific results and supply any specific deliverables set out in this Order, in accordance with any delivery schedule as may be set out in this Order. Unless specifically set out in this Order, Supplier shall pay all expenses associated with the provision of the Services. The Services shall be performed to the highest standards customary in the relevant industry.

8. Supplier Personnel: Neither Supplier nor any individual performing the Services for or on behalf of Supplier ("Supplier Personnel") is an employee of Bayer as defined by any legislation dealing with employment standards. Supplier will remain in all respects the sole employer of all Supplier Personnel. Without limiting Bayer's rights to remove and restrict access to its sites pursuant to Section 2, if, in the discretion of Bayer acting reasonably, any Service Employee is not in compliance with the terms and conditions of this

Order or is acting in a manner that reflects poorly on Bayer, Bayer may upon written notice require that such Service Employee cease to provide the Services, and Supplier hereby releases Bayer from any liability arising from such action.

9. Equipment: Supplier shall provide all equipment, tools and materials to be used in the provision of the Services, except anything that this Order expressly states will be supplied or loaned by Bayer. Any equipment, tools or materials supplied or loaned by Bayer must be returned in good condition whenever requested by Bayer, and in any event, immediately upon termination or expiry of this Order. All equipment, tools and materials used in the Services will be used in a safe and appropriate manner.

10. Bayer IT Systems: For performance of the Services, Bayer at its discretion may obtain third-party access rights that may be required for Supplier to access specific information contained within Bayer's information technology systems ("**Bayer IT Systems**"). If that third-party access rights to Bayer IT Systems are obtained, Supplier agrees to sign any third-party access agreement provided by Bayer for the benefit of Bayer and/or such third party and agrees to be bound by its provisions including without limitation indemnifying Bayer for any and all breaches of the third-party access agreement.

11. Bayer-Owned Material: Any product, technology or material owned by Bayer that is provided to Supplier pursuant to this Order ("**Bayer-Owned Material**") is provided to Supplier solely for the purpose of performing the Services. Following completion of the Services, Supplier will, at the option of Bayer, either return any remaining Bayer-Owned Material to Bayer or destroy such Bayer-Owned Material at Supplier's expense and in compliance with any applicable environmental laws. Supplier will not use the Bayer-Owned Material or the results of any assessment of Bayer-Owned Material, for any other purpose and will not attempt to reverse-engineer or determine in any way the composition or structure of any Bayer-Owned Material without the prior written consent of Bayer. Nothing in this Order grants Supplier any proprietary rights in Bayer-Owned Material.

12. Supplier Technology: Unless a separate license from Supplier, or an exemption from this clause, is signed on or before the Start Date, Supplier hereby grants to Bayer a non-exclusive, royalty-free, fully paid, irrevocable and non-cancellable, assignable and transferable license to Use any intellectual property owned by or licensed to Supplier prior to the Start Date, if that intellectual property is reasonably necessary for effective use of any Work Product. For the purposes of this Section, "**Use**" shall mean one or more of the following rights: to use, modify, adapt, translate, license or sublicense, change, alter, improve, enhance, make derivative works based upon or derived from, make additions to, reproduce, copy, display, or perform or communicate in any manner.

13. No Liens or Encumbrances: Supplier shall not register, and shall protect and defend Bayer from and against, the registration of any and all liens and encumbrances in connection with the performance of the Services, whether or Bayer or third party property. Bayer may, in its sole discretion, discharge any such liens and encumbrances and Supplier shall indemnify Bayer for the full cost and expense of effecting such discharge, including, without limitation, Bayer's actual legal fees and expenses.

Sections 14 to 38 apply to Products and Services.

14. Invoicing and Payment: Supplier will invoice Bayer as follows: (i) Supplier will invoice Bayer for

the cost of the Products and/or Services at the fees stated in this Order; (ii) invoicing and fees payable will be subject to any maximum cost of Products and/or services as stated in this Order (if any); (iii) each invoice must provide details of specific Products delivered and/or Services performed; (iv) no premium fees, overtime rates or mark-ups are allowed without prior written authorization by Bayer, and a copy of any third party invoice must be provided by Supplier to Bayer; and (v) each invoice will certify that the stated Products were delivered and/or Services were performed. Bayer will pay acceptable invoices within net 75 days of receipt of the Products or receipt of the invoice for Services performed. Bayer may reject any invoice if it is not complete, or if Bayer has reasonable doubt that the Services were performed or were performed in accordance with this Order, or if Bayer has reasonable doubt that the Products delivered meet the required specifications, each as applicable. At the request of Bayer, Supplier will supply further information requested by Bayer and/or demonstrate to the satisfaction of Bayer that the Product was delivered and/or the Services were performed or were rectified so as to have been delivered and/or performed in accordance with this Order. All amounts invoiced by Supplier to Bayer pursuant to this Order shall separately identify all taxes from any other amounts invoiced. Unless specifically stated to the contrary, all fees set out in this Order shall not include any taxes. Supplier agrees to provide Bayer with any documentary evidence as may be required by Bayer in order to claim input tax credits/reimbursements in respect of any taxes paid to Supplier and all invoices, statements of account or any similar documents rendered by Supplier shall contain such information as is required by, or prescribed under, Applicable Law, including any applicable tax registration numbers. Supplier shall remit taxes collected to the proper authorities. Supplier acknowledges that compensation for Services provided in Canada by non-residents of Canada are subject to withholding taxes, and acknowledges and accepts the right of Bayer to withhold amounts from any payments made to Supplier under this Order related to taxes, duties or other charges where Bayer deems such withholding to be required under any applicable laws, regulations, or rules and Bayer shall not be liable to Supplier in any manner for amounts so withheld or remitted.

15. Document Inspection and Audit: During the Term of this Order and for 2 years thereafter (or for such longer period as may be required by Applicable Law): (a) Supplier will maintain all books, records and other documents relating to the performance of this Order or required to be kept by Applicable Law; and (b) Supplier agrees to make all its books, records and other documents relating to this Order and the Services available to Bayer for its review during normal business hours and upon reasonable prior notice. Bayer shall have the right to copy all such records and reports as it deems appropriate. If any inspection or audit discloses amounts owing to Bayer, such amount will be paid within 90 days following notice by Bayer to Supplier. Bayer shall have the right to send its representatives to audit, inspect and observe the manufacture, processing, storage, transportation and disposal of material, and any documents, books and records relating thereto, at any time during normal business hours. Bayer shall have the right to conduct inventory audits, as well as any other types of audits reasonably required for its internal control or to ensure compliance with Applicable Law relating to this Order.

16. Price Inclusive: Unless otherwise specified in this Order, the stated price for the Products and/or Services shall include all duties, levies, freight charges, packing charges, insurance charges and any other charges whatsoever in connection with

the supply of the Products and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import.

17. Currency: Unless otherwise specified in this Order, the prices set forth in this Order are expressed in Canadian dollars.

18. Delay: Time is of the essence of this Order. Supplier agrees that it will deliver the Products and/or provide the Services in accordance with the times specified in this Order. Supplier shall immediately notify Bayer in writing if the delivery of the Products and/or provision of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Supplier of its obligation to deliver and/or perform as required by this Order.

19. Term: Unless cancelled earlier in accordance with the terms and conditions of this Order, the term of this Order (the "**Term**") shall commence on the Order issue date and will continue until such time as Supplier has performed all of its obligations with respect to this Order or this Order is cancelled in accordance with the terms and conditions of this Order.

20. Cancellation: Bayer may cancel the supply of the Products and/or performance of the Services or any part thereof without cause at its sole option by giving written notice to that effect to Supplier. Upon such cancellation, Bayer shall, subject to any rights of set-off that it may have, pay Supplier for all Products delivered and all Services performed up to and including the date of termination and Supplier shall have no other claim against Bayer with respect to such cancellation.

21. Patent Infringement: Supplier warrants that the Products, the Services or the use thereof shall not infringe on or violate any rights respecting any existing or pending patent, copyright, trademark, trade name, license, invention or process of manufacturing or other intellectual property or contractual right.

22. Intellectual Property: Supplier acknowledges and agrees that (i) any intellectual property rights associated with any Product made, designed or developed for Bayer pursuant to this Order by Supplier, its employees or agents other than Product made and commercially distributed to third parties prior to this Order or any order by Bayer, and (ii) any intellectual property created during the provision of the Services, including, without limitation, inventions, discoveries, ideas, trade secrets and copyrightable works, whether or not Supplier is specifically instructed to create it (the "**Work Product**"), each as applicable, shall be and remain at all times the exclusive property of Bayer (the "**Bayer Property**"). Supplier shall promptly disclose to Bayer all intellectual property made or conceived in whole or in part by or on behalf of Supplier in the course of, or as a result of, the performance of this Order, or that relates directly to or involves the use of information provided by Bayer. Supplier hereby transfers and assigns to Bayer all patents, copyrights, trademarks and other industrial and intellectual property rights in and title to the Bayer Property. Supplier waives and shall ensure its employees and agents waive all moral rights associated with the Bayer Property. During and after the Term of this Order, Supplier shall from time to time as and when requested by Bayer and at Bayer's expense, assist Bayer in obtaining, registering, maintaining and defending for Bayer's benefit all rights in the Bayer Property in any and all countries as Bayer may determine in its sole discretion.

23. Confidential Information: "**Confidential Information**" shall mean all information of Bayer that is marked or otherwise identified by Bayer as confidential or that by the nature of the

circumstances surrounding its disclosure to Supplier ought to in good faith be treated as confidential by Supplier. Supplier shall use Confidential Information only for the purpose of fulfilling this Order and/or applicable legislative requirements (the "**Purpose**"), shall keep all Confidential Information confidential and shall not disclose Confidential Information to any individual or entity other than those employees and agents of Supplier or its parent, subsidiary or affiliated companies or legislative authorities who have a legitimate need to receive the Confidential Information for the Purpose, provided any breach of this Section 23 by any such parties shall be deemed to be a breach by Supplier. The parties agree that any breach of this paragraph by Supplier shall result in harm to Bayer that cannot be remedied by monetary damages alone and Supplier shall not raise or rely on a requirement to establish irreparable harm in any injunctive relief proceedings that may be brought by Bayer against Supplier respecting a breach or alleged breach of this paragraph.

24. Privacy and Anti-Spam: Without limiting Supplier's obligations to comply with Applicable Law, Supplier shall comply with, as applicable, the requirements of the *Personal Information Protection and Electronic Documents Act (Canada)* and any similar, replacement or supplemental federal or provincial legislation in effect from time to time (the "**Privacy Legislation**") and any legislation restricting the sending of commercial electronic messages (commonly referred to as "Canada's Anti-Spam Legislation" or "**CASL**"). In connection with this Order, to the extent that Bayer or its employees or representatives provide personal information or records (as more particularly defined in applicable Privacy Legislation) to Supplier, or Supplier collects personal information or records, Supplier will only use such personal information or records for the purposes necessary to fulfill its obligations under this Order, and will not disclose such personal information or records except as authorized by Bayer or as required by Applicable Law. Supplier will at all times use appropriate security measures to protect personal information and records in its possession against unauthorized use and disclosure. If Supplier receives from a third party any request for access to such personal information or records, Supplier will promptly advise Bayer, and subject to Supplier's requirements at law, will permit Bayer to take, and cooperate with Bayer in its taking of, legally permissible steps to prevent such disclosure where the information requested may be exempted from disclosure pursuant to the relevant provisions of Privacy Legislation. Supplier shall notify Bayer in writing immediately whenever Supplier reasonably believes that there has been a loss, unauthorized access to or unauthorized disclosure of personal information in its possession in connection with this Order ("**Privacy Breach**"). After providing such notice, Supplier shall investigate the Privacy Breach, take all necessary steps to eliminate or contain the exposures that led to such Privacy Breach, and keep Bayer advised of the status of such Privacy Breach and all matters related thereto. Supplier shall cooperate with Bayer's efforts to comply with any Bayer obligations under Privacy Legislation applicable to such Privacy Breach. Supplier shall not send "commercial electronic messages" (as defined in CASL) on behalf of Bayer without the express approval of Bayer. Supplier shall follow all directions, instructions, policies and guidelines of Bayer when sending a commercial electronic message on behalf of Bayer.

25. Financial Transparency: To the extent Bayer and its affiliates are subject to transparency legislation, any transfers of value to Supplier, including pursuant to this Order, may need to be reported by Bayer and/or its affiliates to the applicable regulator, who may publicly disclose

such information (including any personal information).

26. Liability and Indemnity: Supplier shall be liable for and agrees to indemnify and hold Bayer, its affiliates and their respective directors, officers, employees, representatives, shareholders and agents harmless from and against any and all claims, suits, actions, liabilities, expenses and losses, including legal fees, costs and interest, irrespective of whether such losses are foreseeable, arising from: (i) any breach of this Order by Supplier; and/or (ii) any negligent act or omission of Supplier in the performance of this Order. IN NO EVENT SHALL BAYER BE LIABLE TO SUPPLIER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER, NOR SHALL BAYER BE LIABLE FOR LOSS OF BUSINESS PROFITS OR LOSS OF SAVINGS OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS ORDER OR FROM THE PERFORMANCE SUSPENSION, TERMINATION OR BREACH OF THIS ORDER, WHETHER BASED UPON PRINCIPLES OF EQUITY, CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, EVEN IF BAYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27. Insurance: Throughout the Term and for a period of 2 years after the expiry or termination of this Order, Supplier shall, in addition to workers' compensation insurance or other insurances required by Applicable Law, maintain in force, at its sole expense and with insurers satisfactory to Bayer in its sole discretion, the following minimum coverages, each on a "per occurrence" basis: (i) General Liability insurance in an amount of \$2 million dollars; (ii) Automobile insurance in an amount of \$2 million dollars; and (iii) such other coverages as Bayer may reasonably request. The insurance coverages shall provide for a waiver of subrogation in favor of Bayer.

28. Governing Law: This Order shall be governed by and construed exclusively in accordance with the laws of the province of Alberta // Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Supplier hereby attorns to the exclusive jurisdiction of the courts of the province of Alberta // Ontario.

29. Governing Terms and Conditions: The terms and conditions set forth in this Order shall constitute the sole and exclusive agreement between Bayer and Supplier shall supersede all prior agreements or commitments, whether oral or written. Acceptance of this Order is expressly limited to acceptance of the terms and conditions set forth in this Order only. Bayer hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by Supplier to Bayer which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of this Order whether such terms or conditions are set forth in Supplier's tender, proposal, order acknowledgement, invoice or otherwise. Bayer's acceptance of the Products and/or Services shall not be construed as an acceptance of any terms or conditions contained in any such document. If this Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all the terms and conditions set forth in this Order.

30. Relationship Between the Parties: Bayer and Supplier are acting as independent contractors with respect to the activities in connection with this Order. Nothing in this Order shall be interpreted or be deemed to create any type of agency, joint venture, partnership or franchising relationship between Bayer and Supplier. Supplier shall not act or attempt to act, or represent itself, directly or by

implication, as having any authority to assume or to create any obligation or liability of any kind, nature or sort, express or implied, on behalf of or in the name of Bayer, other than as specifically provided in or contemplated by this Order.

31. No Binding Obligation: Nothing in this Order commits Bayer to purchase any Products or Services from the Supplier until the Order has been issued and accepted in accordance with Section 1 of this Order. The appointment of Supplier to provide the Products and/or Services is not an exclusive arrangement. Nothing in this Order is intended to limit Bayer's ability to procure the Products and/or Services from any other supplier.

32. Severability: If that any provision herein or part thereof is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions or parts thereof shall be and remain in full force and effect and shall be construed as if the unlawful, void, invalid or unenforceable provision had been deleted from this Agreement.

33. Modifications and Revisions: No revision or modification of the terms and conditions of this Order shall be binding on Bayer unless such revision or modification is expressly accepted in writing by an authorized officer of Bayer.

34. Waivers: No waiver of any provision of this Order shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Order unless the waiver expressly so states.

35. Assignment and Subcontracting: No part of this Order may be assigned or subcontracted by Supplier without the prior written consent of Bayer. No assignment or subcontracting of all or any part of this Order by Supplier will relieve Supplier from liability under this Order. Bayer may assign any or all of its rights and obligations under this Order at any time without the prior consent of Supplier.

36. Set Off: Without limiting any other rights of Bayer in law or equity, Bayer may set off any amounts owing by Supplier pursuant to this Order against amount payable by Bayer hereunder or pursuant to any other contract between Bayer and Supplier.

37. Survival: Any terms of this Order, which by their nature extend beyond expiration or termination of this Order, shall remain in full force and effect until performed or fulfilled.

38. Language: Both parties declare that they have requested and do hereby confirm their request that this Order and related documents be in English. Les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que le présent Commande ainsi que les documents qui s'y rattachent, soient rédigés en anglais.